

2. Force majeure shall mean general riot, war, tempest, civil commotion, strike or any other acts of God, shortage of materials, litigations, changes in law and any other reason beyond the control of the Developer.

#### **Q. COVENANTS**

1. The Owner hereby declare and confirm that all acts deeds and things done by the Developer in shall be fully binding on the Owner and each of them and the same shall always be deemed to have been done by the Developer for and on behalf of itself and the Owner. The receipts or acknowledgements issued by the Developer shall bind the Owner to the extent of its share of the amounts therein.
2. The Owner agree and covenant with the Developer not to cause any interference or hindrance in the development and/or marketing of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction of the Building Complex or Marketing the same or doing and carrying out the other acts contemplated herein.

#### **R. MAINTENANCE AND ASSOCIATION**



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1. Until the period mentioned in clause 8.4 hereinafter, the Common Areas and Installations shall be in the exclusive control, management and administration of the Developer hereto who shall be the Maintenance In-charge. The said Developer may itself or by appointing any person or facilities management agency, look after and administer the acts relating to the Common Purposes only, till such time only, when unit owner's association is constituted.
  
2. Within one year from the delivery of possession of 80% of the Units in the Building Complex or earlier if so decided by the Developer, the Owners Association will be formed to take over the control, management and administration of the Common Purposes. The owners hereby agrees and undertakes that it shall be bound to become a member of such Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc., with regard to formation of the Owners Association.
  
3. Upon formation of the Association, the Developer shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Vendor and the Developer hereunder or intended to be or so desired by the Vendor and/or





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the Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefor **Provided that** in case on the date of expiry of three months from the date of sending the notice by the Developer, the Association is not formed by the Co-owners in terms of Clause 8.3 hereinabove, then all such rights responsibilities and obligations with regard to the Common Purposes shall be deemed as on such date to have been handed over/transferred by the Developer to all the Co-owners for the time being of the Building Complex and thereupon only the Co-owners shall be entitled thereto and obliged therefor fully and in all manner.

4. The Owners individually or along with the other Co-owners/ unit lying with the developer will not require the the Developer to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Developer for a period of two years from the date of completion of the entire Building Complex.

#### S.. MISCELLANEOUS

1. Extras and Deposits for the Owners Allocation shall be payable by the Owners or the buyers of the Owners Allocation in the same manner as the buyers of the Developers Allocation would be liable to pay the same.
- 



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2. The Developer shall not deliver possession of any part of its allocation to any buyer/ transferee till issuing notice for possession of the Owners;  
Allocation.
3. The Owners and the Developer have entered into this Agreement purely as a Joint venture basis and nothing contained herein shall be deemed to construe as a Partnership between the parties hereto in any manner whatsoever nor shall the parties hereto constitute as an Association of persons.
4. As and from the date of completion of the building the Developer and/or its transferees and the Owners and their assignees shall be liable to pay and bear the proportionate charges on account of ground rent, wealth tax and other taxes payable in respect of their respective spaces and/or share of the constructed area.
5. There is no existing agreement regarding the development or sale of the said premises and that all other arrangements if any and at all prior to this Agreement except with this Developer have been cancelled and are being suspended by this agreement.
6. That the Owners shall have no liability with regard to the monetary transactions made between the Developer and the intending purchasers.



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7. That all local disputes under problems arising at the time of construction shall be settled by the developer at its own costs and owners shall not be involved or be liable for the same in any manner whatsoever.
8. That the parties hereto have entered into this Agreement purely on construction basis and nothing contained herein shall be deemed to be constructed as Partnership between the parties.
9. The name of the building shall be "SAKET INDU" OR "SAKET INDUBAAS" as settled by the Owners and Developer jointly.
10. All courts within the original jurisdiction of the Alipore Civil Court shall entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.
11. It is understood that the newly constructed building will not be used either by the Owners or by the Developer as a commercial establishment in any manner.
12. The owners shall cooperate with the developers to form owners association of the proposed building/ buildings to be constructed by developer as per sanctioned building plan for formation of association.
13. This agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the court of Law.
14. All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the Developer in respect of the Units and





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other concerned areas of the Building Complex. The Developer shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the interest buyers and transferees thereof

15. For all or any of the purposes mentioned herein, the Owner shall fully cooperate with the Developer in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the Developer from time to time at the cost and expenses of the Developer.
16. It is further expressly clarified that notwithstanding any amalgamation, merger, demerger etc., of any of the parties, this agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.
17. The Owner do hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex and also to get the Building Complex at the said premises approved from Banks and/or the Financial Institutions (viz Life Insurance Corporation of India, Housing Development Finance Corporation Limited, SBI Home Finance Limited, National Housing Bank etc.) to enable the persons interested in acquiring and owning Units, Parking Spaces, and other constructed areas or saleable







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spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions.

#### T. DISPUTES

All disputes arising out of the agreement shall be decided by the Courts at Alipore, 24 Parganas (South) in terms of the law applicable from time to time.

#### SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of land measuring an area about 12 (twelve) Cothas 8 (eight) chitaks be the same a little more or less together with two storied residential building standing thereon measuring an area about 3000 sq. ft more or less lying and situate at and being the municipal premises no. 11, Balaram Bose Ghat Road, within the limits of Kolkata Municipal Corporation, Ward No.73, P.S., Kalighat, Kolkata-700 025 with electric connection and water connection which is butted and bounded:-

- ON THE NORTH : Premises No. 74/3, Harish Chatterjee St
- ON THE SOUTH : Balaram Bose Ghat Road.
- ON THE EAST : Premises No.12, 14C and 14D, Balaram Bose  
Ghat Road.
- ON THE WEST : Premises No. 9/2, 10G, 10F, 10E, 10D, 10/C/1,



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10, Balaram Bose Ghat Road and 74/1A, 74/C, Harish  
Chatterjee Street.

**SCHEDULE 'B' ABOVE REFERRED TO**

(Owners' Allocation)

ALLOCATION of the Owners' share in the building to be constructed at the  
Municipal Premises No. 11, Balaram Bose Ghat Road, P.S. Kalighat, Kolkata -  
700025 as per plan to be sanctioned by the Kolkata Municipal Corporation .

Owners' Allocation means 50% of the total sanctioned area of the building

It is agreed by and between the parties herein that out of the said 50% of allocation  
the owners shall keep 6 self content flat and 6 nos. of car parking space for  
themselves morefully defined in schedule B1 hereto and leave the balance area of  
their allocation of 50% to the developer to adjust their adjustable advance  
therefrom. In view of this the Owners allocation becomes 6 (Six) flats of 830 sq.ft  
more or less of built up area each, and 6 car parking space, and Rs 65 lacs paid/ to  
be paid hereunder.

**SCHEDULE 'B1' ABOVE REFERRED TO**

Smt. Chhaya Mitra and Smt. Anjana Bose	- one flat
Sri Somendra Nath Mitra	- one flat
Sri Shibendra Nath Mitra	- one flat
Sri Rathindra Nath Mitra	- one flat





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Smt. Kalyani Mitra and Sri Rajat Kumar Mitra - one flat  
Smt. Purnima Bose, Sri Dipendra Narayan Ghosh – one flat  
And Sri Amritartha Ghosh - one flat

And one car parking space for each of these six flats.

**SCHEDULE 'C' ABOVE REFERRED TO**

(Developer's Allocation)

- A. 50% of the FAR of the building to be constructed i.e. Flat/Flats, Unit/Units, Spaces and Roof and/or any part thereof and 50% of the sanctioned car parking space in the building to be constructed as per sanctioned plan along with undivided proportionate share of land and interest at the said property
- B. the remaining area received by the developer from the owner in lieu of the adjustable advance being an area left after appropriating 6 (Six) flats of 830 sq.ft more or less of built up area each, and 6 car parking space from the 50% of the owner allocation along with common facilities and amenities including the right of use thereof shall own by the Developer/Contractor save and except the portion of the Owners as mentioned in the Schedule 'B'.

**SCHEDULE 'D' ABOVE REFERRED TO**

**(SPECIFICATION OF CONSTRUCTION & FITTINGS AND FIXTURES TO BE PROVIDED IN THE UNIT)**

- A. STRUCTURE : The building shall be constructed with



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Earthquake resistant RCC framed in accordance with the plan and drawing by the Architects and sanctioned by the Kolkata Municipal Corporation (K.M.C.) with following specification:

- (1) Brick : Good quality of clay bricks/ Fly Ash Bricks
- (2) Cement - Madras / Ambuja/ ACC Cement in Foundation & Structure ISD or similar cement in Brick work , Plaster flooring and others
- (3) Iron TMT Steel of TIMCON/ concast make
- (4) Sand
- (5) Stone Chips

- B. FLOORING**
- (1) Living/ Dining, Rooms, Balcony : Vitrified tiles with 4 inch skirting
  - (2) Kitchen : Vitrified tiles on floor, granite counter kitchen top with stainless steel Sink with drain board
  - (3) Bathrooms : Anti skid tiles
  - (4) Lobby Staircase : Marble / Stones
  - (5) Roof : Designer Roof Tiles after laying water proof treatment with Cika or similar chemical
  - (6) Driveway : Anti skid Checker tiles or similar

**C. WALL**

- All inside wall of Each Unit
- (1) 1/5" Plaster finished with plaster of paris
  - (2) Ceramic wall tile upto 6' high
  - (3) Remaining portion of the wall will be 1/5"



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Plaster finished with plaster of paris

- Outside wall of Unites Staircase of lobby and outside wall of building :
- (1) 1/2" to 3/4" cement plaster finished with snowcem
  - (2) weather coat paint

#### D. WOODEN WORK

- (1) Main Door :
- (a) All wooden frames will be of seasoned sal wood /Hard wood
  - (b) Main Door will be designer flash door
  - (c) Inside doors will be plane termite proof, water proof flash door.
  - (d) In bathroom frames and doors will be of PVC made
- (2) Windows : Anodized/ power coated glazed aluminum sliding windows
- (3) Balcony : Covered by 2 1/2' railing of steel bar.
- (4) Kitchen & Bathroom : Space for exhaust fan

- #### E. ELECTRICAL :
- (i) Copper concealed insulated ISI mark Mescab make wire for each point, with Havels MCB Box for each unit .
  - (ii) Semi modular switches.
  - (iii) All bedrooms fitted with ceiling fans.
  - (iv) Total concealed electrical wiring for all the rooms provided with electrolytic copper conductors.
  - (v) Air-conditioning plug point in all the bedrooms.
  - (vi) Geyser point in one toilets and kitchen.
  - (vii) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural



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ALIPORE, SOUTH 24 PGS.

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drawings.

- (viii) Electrical call bell at main entrance door.
- (ix) Telephone point in living room and all bedrooms.
- (x) Compatible wiring which can be hooked up to a cable television network with connection thereof in living room and all bedrooms.
- (xi) Connection if Intercom/ EPAX with the Reception & Security, and with all other apartments of the complex.
- (xii) Through Generator power will be provided in the said Unit during power failure for lighting and other domestic purposes to the extent of 1 (one) watt per Square foot of the built up area of the said unit controlled by electric circuit breaker.

**F. PLUMBING & SANITARY**

- (i) Concealed CPVC pipes in all the bathrooms & kitchen, white sanitary wares in all the bathrooms.
- (ii) CP Fittings of Escoco/ Mark make or similar with ISI mark

**SCHEDULE 'E' ABOVE REFERRED TO**

**(COMMON FACILITIES)**

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lifts of the Designated Block.



REGISTRAR OF COMPANIES  
BANGALORE, SOUTH 24 PGS.

11 8 NOV 2013

Signature.....



3. Ultimate Roof of the Building with construction of Bar-b-q station with initial equipments for mood lighting.
4. Electrical installations with main switch and meter and space required therefore in the Building
5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block
8. Septic Tank.
9. Intercom.





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ALIPORE, SOUTH 24 PGS.

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**SCHEDULE 'F' ABOVE REFERRED TO**  
**(COMMON EXPENSES AND DEPOSITS)**

**EXPENSES**

1. (a) The Owner shall pay to the Developer a sum for each unit towards their share of the cost, charges and expenses for electricity connection by way of transformer, Electric Sub-station etc. for the building.  
(b) The Owner shall also pay to the Developer a sum of Rs. 10,000/- for each unit amounting to Rs. 60,000/- towards their share of expenses, charges for causing mutation in the records of corporation and also for formation of Association.
2. In addition to the above specified amounts, the Purchaser shall also pay to the Developer the following amounts:-
3. In case the owner requests any additions or alterations and/or change in the layout or specification with regard to construction of the said Unit in excess of those specified in this agreement and the Developer, then without prejudice to the right of the Developer to refuse or deny the same, in case the Developer, in their sole discretion agree to do the same or any part thereof, the Purchasers shall be liable to pay upfront the full costs charges and expenses for the Developer doing the same.
4. Proportionate share of any costs charges and expenses for setting up or providing any additional, or extra common area or installation in variation and/or addition.





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5. Service Tax, Value Added Tax (VAT), or any other statutory charges/levies by any name called, if applicable and payable on construction of the Designated Unit or on the transfer thereof and/or on any amount or outgoing (including Maintenance Charges) payable by the Purchaser in respect of the Designated Unit.
6. All taxes, levies, betterment fees, development charges etc., under any statute rules and regulations on the said premises and/or the Designated Unit and/or the Designated Block and/or the New Building or on the construction or transfer of the Designated Unit envisaged hereunder payable by the Purchaser wholly if the same relates to the Designated Unit and otherwise proportionately.

#### **DEPOSITS**

1. The Purchaser shall deposit and/or keep deposited with the Developer a sum with mutual discussion with the developer towards Deposit, free of interest, to remain in deposit with the Developer to meet therefrom, in the event of default by the Purchaser, in making payment of the maintenance charges and proportionate liability towards the other Common Expenses, municipal and other rates and taxes or any other outgoing relating to the Designated Unit.
  2. The Purchaser shall pay to the Developer a non refundable sum of Rs. 25000/- towards provisional Sinking fund to meet therefrom such expenses as be necessary or incidental for the maintenance upkeep and running of the Common Areas and Installations.
- 



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
18 NOV 2013  
Signature.....

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of :-

Witnesses :-

1. Chyagananda Ghosh  
Advocate  
Alipore Judges' Court  
Kolkata - 700027

1. Chaya Mitra

2. Angana Basu

3. Somendra Nath Mishra

4. Silendra Nath Mitra

5. Ratindra Nath Mitra

6. Kalyani Mitra

7. Purnima Basu

8. Purnima Basu

2. Rohit Agarwal  
46, B.D. Chaudhary Street  
Kolkata - 12

9. Dipendra Narayan Ghosh

10. Amritavati Ghosh

SIGNATURE OF THE OWNERS

Shankar Prakash Publishers Limited  
[Signature]  
Director

Jhannendra Nath Ghosh, Purohita  
SIGNATURE OF THE DEVELOPER

Drafted by me

Chyagananda Ghosh  
Advocate  
Alipore Judges' Court  
Kolkata - 700027

Typed by

Thany Bandyopadhyay  
Alipore Judges' Court  
Kolkata - 700027









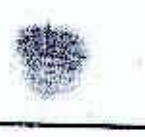

















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ALIPORE, SOUTH 24 PGS.

13 NOV 2013














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	left hand					
	right hand					










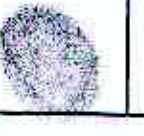

*Chaya*  
Name .....  
Signature *Chaya Mitra*

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	left hand					
	right hand					

*Anj*  
Name .....  
Signature *Anjana Basu*

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	left hand					
	right hand					

Name .....  
Signature *[Signature]*

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	left hand					
	right hand					












*Saleh*  
Name .....  
Signature *Saleh Hossain*

2013/11/18














DIST. SUB-REGISTRAR  
MUMBAI, SOUTH 24 PGS.  
18 NOV 2013  
Signature.....



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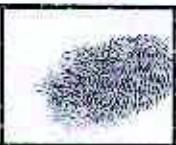








Name .....

Signature *Rafik N. ...*

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	right hand					




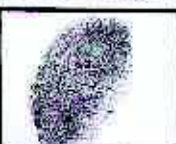

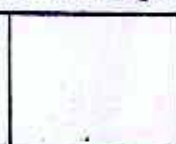





Name .....

Signature .....

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	left hand					
	right hand					

Name .....

Signature *...*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....

Signature *...*














ADUL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

18 NOV 2013












Signature: .....



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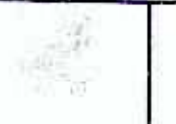
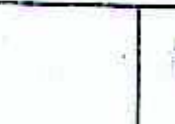






Name .....

Signature Dipak Kumar

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	left hand					
	right hand					












Name .....

Signature Anil Kumar

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	right hand					
	left hand					

Name .....

Signature Shashi

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	left hand					
	right hand					

Name .....

Signature Chandan Kumar




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ALIPORE, SOUTH 24 PGS.

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Signature.....



  
**Government Of West Bengal**  
**Office Of the A.D.S.R. ALIPORE**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : I - 08883 of 2013**  
**(Serial No. 11190 of 2013 and Query No. 1605L000019208 of 2013)**

**On 18/11/2013**

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 21.20 hrs on :18/11/2013, at the Private residence by Shashi Kari Khetan , one of the Claimants.

**Admission of Execution(Under Section 58,W.B.Registration Rules,1962)**

Execution is admitted on 18/11/2013 by

1. Anjana Bose, daughter of Late Sourendra Nath Mitra , 1/10, Azad Hind Nagar, Ahhishek Housing Co. Operative, Flat No:B4, HALDIA, District:-Purba Midnapore, WEST BENGAL, India, Pin :-721607, By Caste Hindu, By Profession : Retired Person
2. Chhaya Mitra, wife of Late Sourendra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : House wife
3. Somendra Nath Mitra, son of Late Sachindra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Retired Person
4. Shibendra Nath Mitra, son of Late Sachindra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Retired Person
5. Rathindra Nath Mitra, son of Late Samarendra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Retired Person
6. Kalyani Mitra, wife of Late Ramendra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : House wife
7. Rajat Kumar Mitra, son of Late Ramendra Nath Mitra , 11, Balaram Boae Ghat Rd, Kolkata, Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste Hindu, By Profession : Professionals
8. Purnima Bose, wife of Late Basanta Kumar Bose , Adarsh Nagar, Telipara, Hirapur, Dhanbad, W. B. India, Pin :-826001, By Caste Hindu, By Profession : Service
9. Dipendra Narayan Ghosh, son of Late Rajendra Narayan Ghosh , 36, Kailash Babu Street, Ranchi, JHARKHAND, India, , By Caste Hindu, By Profession : Service
10. Amritartha Ghosh, son of Late Rajendra Narayan Ghosh , 36, Kailash Babu Street, Ranchi, JHARKHAND, India, , By Caste Hindu, By Profession : Business

  
( Arnab Basu )

**ADDITIONAL DISTRICT SUB-REGISTRAR**







Government Of West Bengal  
Office Of the A.D.S.R. ALIPORE  
District:-South 24-Parganas

Endorsement For Deed Number : I - 08883 of 2013  
(Serial No. 11190 of 2013 and Query No. 1605L000019208 of 2013)

11. Shashi Kant Khetan  
Director, Saket Promoters Limited, 46, B . B . Ganguly Street, 1st Floor, Room No. 4, Kolkata, W. B.  
India, Pin :-700012.  
, By Profession : Business
12. Jnanendra Nath Das Bairagya  
Authorized Signatory, Saket Promoters Limited, 46, B . B . Ganguly Street, 1st Floor, Room No. 4,  
Kolkata, W. B., India. Pin :-700012.  
, By Profession : Business  
Identified By Sunil Banerjee, son of Saroj Banerjee, 37/2, Balaram Boae Ghat Rd, Kolkata,  
Thana:-Kalighat, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700025, By Caste: Hindu,  
By Profession: Service.

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

On 19/11/2013

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A,  
Article number : 5, 5(f), 53 of Indian Stamp Act 1899.

**Payment of Fees:**

Amount by Draft

Rs. 40160/- is paid , by the draft number 546710, Draft Date 18/11/2013, Bank Name State Bank of  
India, BIPLABI ANUKUL CH STREET, received on 19/11/2013

( Under Article : B = 40139/- , E = 21/- on 19/11/2013 )

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been  
assessed at Rs.-5,59,56,522/-

Certified that the required stamp duty of this document is Rs.- 75021 /- and the Stamp duty paid as  
Impresive Rs - 500/-

**Deficit stamp duty**

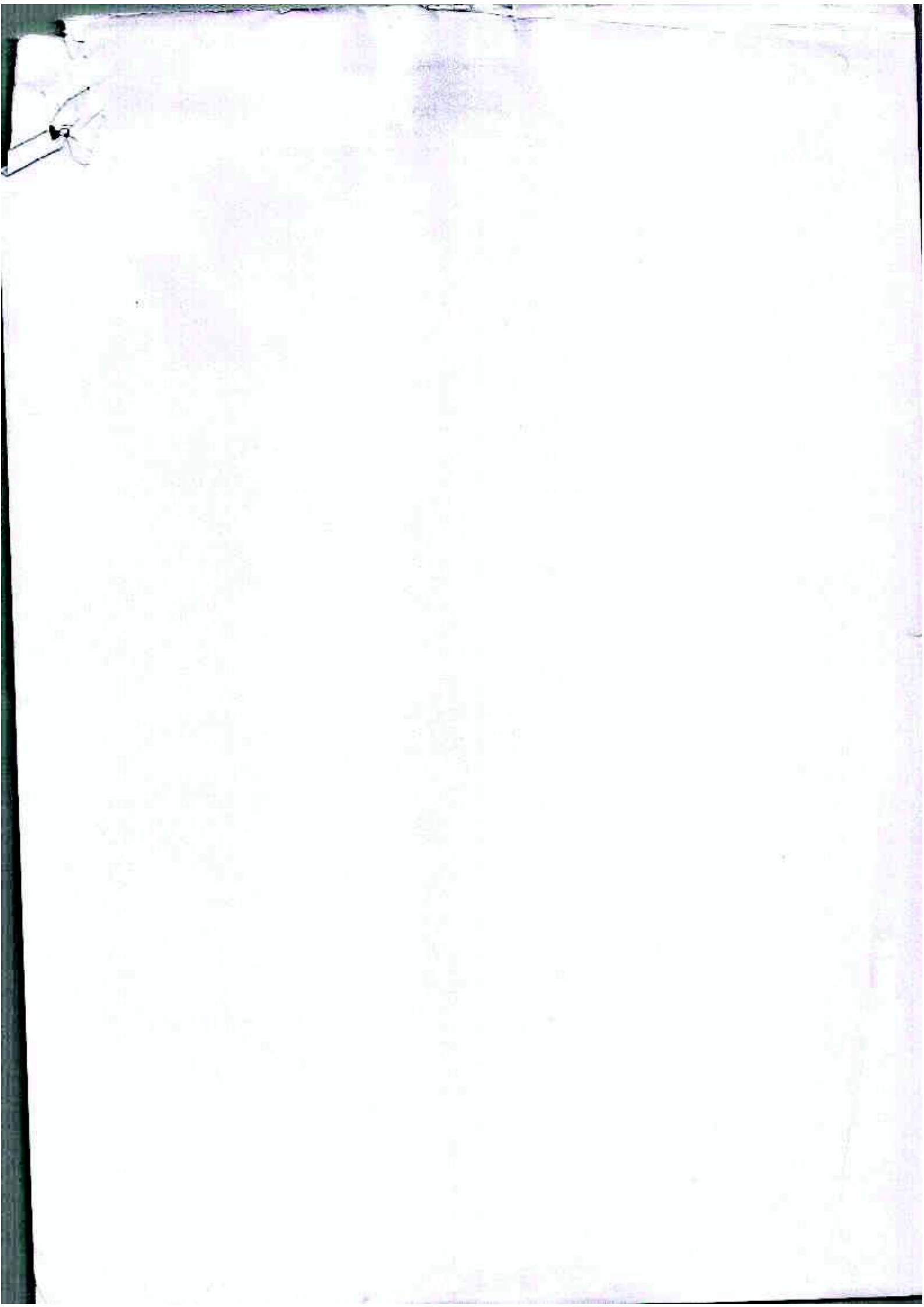
Deficit stamp duty Rs. 74521/- is paid , by the draft number 546709, Draft Date 18/11/2013 Bank  
State Bank of India, BIPLABI ANUKUL CH STREET, received on 19/11/2013

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR







Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 36  
Page from 4652 to 4721  
being No 08883 for the year 2013.



*(Signature)*  
(Anub Basu) 26-November-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal